

MEMORANDUM

Agenda Item No. 8(L)(3)

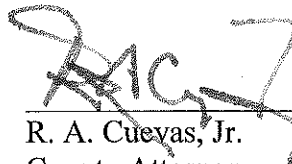
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 1, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution authorizing the
County Mayor to accept a
negotiated purchase amount of
\$6,200.00 for the acquisition of
Parcel 6, needed for the People's
Transportation Plan (PTP)
Project

The accompanying resolution was prepared by the Public Works and Waste Management Department and placed on the agenda at the request of Co-Prime Sponsors Vice Chair Lynda Bell and Commissioner Dennis C. Moss.



R. A. Cuevas, Jr.
County Attorney

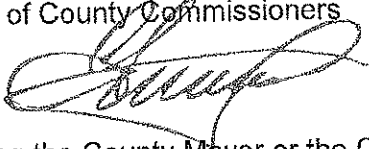
RAC/smm

Memorandum



Date: July 1, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing the County Mayor or the County Mayor's Designee to Accept a Negotiated Purchase Amount of \$6,200.00, for the Acquisition of the Property Known as Parcel 6, for Right-of-Way Needed for the People's Transportation Plan Project Entitled Improvements to SW 137 Avenue from Homestead Extension of Florida's Turnpike (SR 821) to SR-5 (US 1), and Authorizing the Use of Charter County Transportation Surtax Funds

Recommendation

It is recommended that the Board of County Commissioners (BCC) authorize the County Mayor or the County Mayor's Designee to accept a negotiated purchase amount of \$6,200.00, for the acquisition of property known as Parcel 6 as part of the People's Transportation Plan (PTP) Project entitled Improvements to SW 137 Avenue from Homestead Extension of Florida's Turnpike (SR 821) to SR-5 (US 1), under the terms and conditions stipulated in the Contract for Sale and Purchase which is attached hereto as Exhibit "C".

Said Resolution is placed for Committee review pursuant to Miami-Dade County Code Section 29-124(f). This item may only be considered by the BCC if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the BCC prior to the date scheduled for BCC consideration or forty-five (45) days have elapsed since the filing with the Clerk of the Board of this item. If the CITT has not forwarded a recommendation and forty-five (45) days have not elapsed since the filing of this item, I will request a withdrawal of this item.

Scope

The property to be acquired is located within Commissioner Dennis C. Moss' District 9 and Commissioner Lynda Bell's District 8.

Fiscal Impact/Funding Source

Funding for the right-of-way acquisition and construction of this project will be provided by the Charter County Transportation Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County and is programmed within the adopted FY2013-2014 Capital Budget (index code CPEPTP478137). This project was specifically listed in the PTP as one of the Board requested improvement projects for Commission Districts 8 and 9.

Track Record/Monitor

The Public Works and Waste Management Department (PWWM) is the entity overseeing this item and the person responsible is Mr. Francisco Fernandez, Chief Real Estate Officer, PWWM, Roadway Engineering and Right-of-Way Division.

Background

This resolution is for the approval of the acquisition of Parcel 6, which is required for the PWWM's programmed improvements along SW 137 Avenue, between Homestead Extension of

Florida's Turnpike (SR 821) to SR-5 (US 1). This project consists of road widening, beautification, and right-of-way improvements. The area to be acquired by PWWM for the street improvements is legally described in Exhibit "A" and illustrated in the parcel location map in Exhibit "B," attached hereto. This project will improve traffic mobility as well as beautify SW 137 Avenue from Homestead Extension of Florida's Turnpike (SR 821) to SR-5 (US 1).

The subject property was appraised on May 16, 2013, which established the value at \$4,200.00. Therefore, an offer was made to the owner at the appraised value pursuant to Resolution No. R-799-11. A counteroffer was received in the amount of \$6,200.00 from the owner. After extensive negotiations, and in order to settle this matter, the owner and the County agreed on the amount of \$6,200.00, including compensation for the property acquired, and for any and all attorneys' fees, expert fees, and costs that may have been incurred by the seller(s). This \$6,200.00 settlement amount is recommended as being in the best interest of the County, considering the statutory requirement that generally the County, absent such a settlement, must pay for the owner's attorneys' fees, expert fees, and costs. Additionally, the County would save the time, resources and expenses associated with eminent domain proceedings which would have otherwise been required. It is therefore hereby requested that the attached Contract for Sale and Purchase in the amount of \$6,200.00 be approved.



Alina T. Hudak
Deputy Mayor




MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 1, 2014

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(L)(3)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(3)
7-1-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ACCEPT A NEGOTIATED PURCHASE AMOUNT OF \$6,200.00 FOR THE ACQUISITION OF PARCEL 6, FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED IMPROVEMENTS TO SW 137 AVENUE FROM HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE (SR 821) TO SR-5 (US 1), AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies and adopts those matters set forth in the foregoing recitals; and authorizes and directs the County Mayor, or County Mayor's designee, to execute the contract for sale and purchase attached hereto as Exhibit "C" and to perform all acts necessary to carry out the terms of the contract, in order to acquire the property needed for the project known as Improvements to SW 137 Avenue from the Homestead Extension of Florida's Turnpike (SR 821) to SR-5 (US 1); and authorizes the use of Charter County Transportation Surtax Funds in connection with such purchase; and, pursuant to Resolution No. R-974-09, directs the County Mayor or the County Mayor's designee to record the instruments of conveyances accepted herein in the Public Records of Miami-Dade County, Florida and to provide a recorded copy of instrument to the Clerk of the Board within

thirty (30) days of execution of said instruments; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of each of said instruments together with this Resolution.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman



LEGAL DESCRIPTION
(FEE SIMPLE)

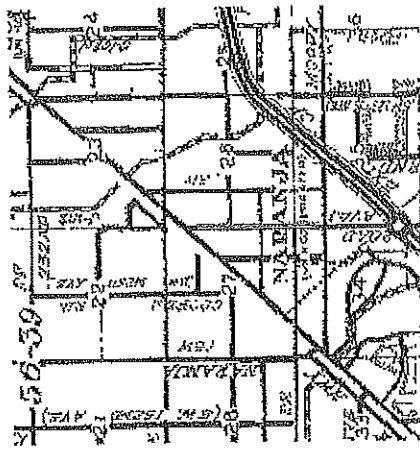
The East 5.00 feet of Lot 3, Block 1, of Sunny Haven according to the plat thereof as recorded in Plat Book 47, Page 6 of the Public Records of Miami-Dade County, Florida.

EXHIBIT "A"

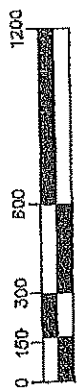
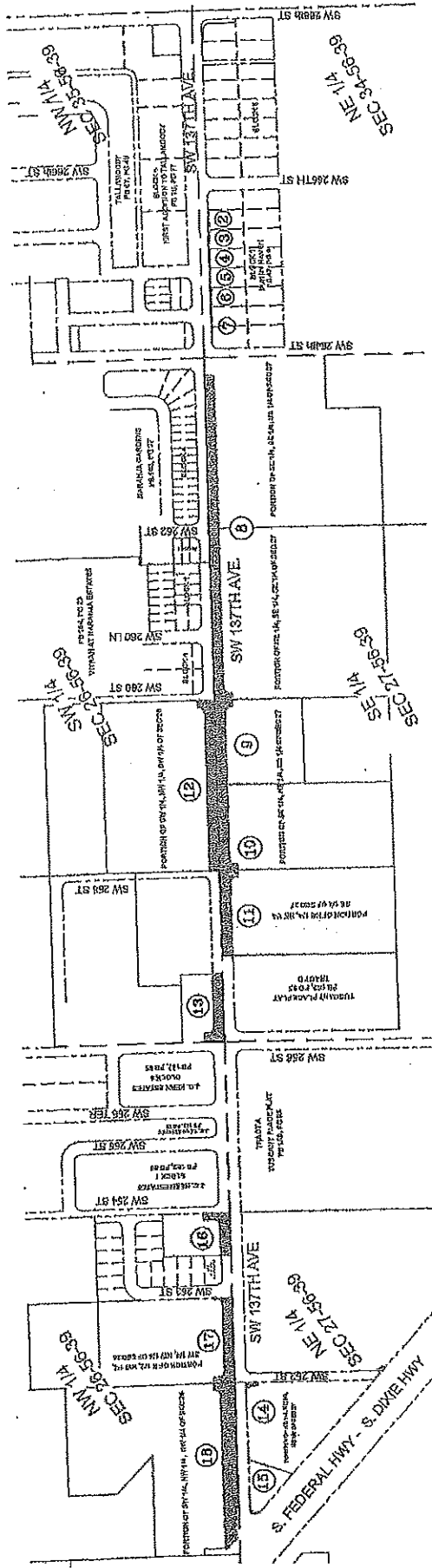
1 of 1

PARCEL 6
SW 137th Ave.
Project 20040344

SEC 26, 27 & 34
TWP 56 S
RGE 39 E



LOCATION MAP
NOT TO SCALE



SCALE 1" = 600'

EXHIBIT "B"

MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION
RIGHT OF WAY ENGINEERING SECTION

R/W TO BE ACQUIRED BY THE COUNTY

SW 137 Avenue
From US-1 to HEFT
Project No. 20040344



SCALE 1" = 600'
PREPARED BY: L.E.
DATED: 06-01-11

Exhibit "C"

Project Name: SW 137 Avenue from HEFT to US-1
Project No: 20040344
Folio No.: 30-6934-003-0030

CONTRACT FOR SALE AND PURCHASE

This **Contract for Sale and Purchase, in lieu of condemnation proceedings**, is entered into as of the 8th day of October 2013, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and successors in interest, hereinafter referred to as "Buyer", whose Post Office Address is 111 N.W. 1st Street, Suite 1610, Miami, Florida 33128-1970, and **Short Man's Landtrust, Inc., a dissolved Florida corporation, trustee under Trust Agreement dated October 13, 2006** hereinafter referred to as "Seller" whose Post Office Address is 15621 SW 296 Street, Homestead, Florida 33033.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. REALTY. Seller agrees to sell to Buyer, and its successors in interest, for road right-of-way improvements to S.W. 137th Avenue, from Homestead Extension of the Florida Turnpike -- HEFT (SR-821) to US 1 (SR 5), that certain real property comprising **approximately 377 square feet** of land described in **Exhibit "A", and shown in Exhibit "B"**, together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, riparian rights and other rights appurtenant to said real property, all fill and top soil thereon, all oil, gas and mineral rights possessed by Seller, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, and all right, title and interest of Seller in and to any and all covenants, restrictions, and agreements benefiting the real property (All of the foregoing being referred to as the "Property").

2. PURCHASE PRICE. ^{B.I. \$0,200.00 Six B.I.} Buyer agrees to pay Seller for the property referenced in Exhibit "A", the sum of ~~\$4,200.00~~ **(Four Thousand Two Hundred Dollars)** to be paid at closing by Miami-Dade County or designee by check. This consists of \$1,140.00 (One Thousand One Hundred Forty Dollars) for the real estate to be acquired in fee simple, plus ~~\$3,060.00~~ ^{B.I. \$5,060.00 Five B.I.} (Three Thousand Sixty Dollars) for the improvements.

3. INTEREST CONVEYED. Seller is the recorded owner of the fee simple title to the subject Property, and agrees to convey good, marketable and insurable title by Warranty Deed.

4. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of closing and any delinquent taxes, if any, in escrow with the Miami-

Dade County Tax Collector.

5. TITLE INSURANCE. Buyer may, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title Insurance commitment and Buyer may at Buyer's expense obtain an owner's marketable title Insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida in the amount of the purchase price. Said policy shall show a good, marketable and insurable title to the Property in the Seller's name. In addition, the policy shall insure title to the Property for the period between closing and recording of the warranty deed. In connection herewith, Seller agrees to provide all affidavits and other documents as required by the title insurer. Buyer shall have ten (10) business days from receipt of title documents to inspect said title documents and report defects, if any, in writing to the Seller. If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, the Seller shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects. If Seller is unable, after reasonable diligence, to make the title good, marketable and insurable and acceptable to Buyer, except that Buyer may waive any defects and proceed with closing at Buyer's option, Buyer may elect to file an eminent domain action for the sole purpose of obtaining clear title to the property, and Seller agrees that the full compensation for such taking shall be the purchase price designated in paragraph 2 hereof and nothing more whatsoever; and Seller further agrees to cooperate fully with Buyer in the eminent domain suit, filing whatever papers, documents or pleadings to accomplish the vesting of title in the Buyer for said purchase price.

6. ENVIRONMENTAL CONDITIONS. Buyer shall, at its own cost and expense and at least 30 days prior to the date of closing, obtain a "Letter of Current Enforcement Status and Recommendations for a Right-of-Way Improvement Project" of the Property from the Miami-Dade County Regulatory and Economic Resources Department (RER). If major environmental problems are found on the subject property, the Buyer may elect not to go through with the purchase and this contract will become null and void. The Seller hereby authorizes Buyer to conduct any test required or recommended by RER to determine the existence and extent, if any, of contamination which shall mean hazardous or toxic substance, material or waste of any kind or nature, any pollutant, petroleum, petroleum product or petroleum by-product, as defined or regulated by environmental laws, on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction.

If the "Letter of Current Enforcement Status and Recommendations for a Right-of-Way Improvement Project" or subsequent testing confirms any contamination on the Property, the Buyer may elect not to close and this contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations, or to negotiate a mutually acceptable solution, including an adjustment in the purchase price if necessary.

7. TENANCIES.

☒ A. Seller warrants and represents that no person is living on or occupying the Property, that there is no tenant in possession of the Property and that there are no leases

or other agreements and understandings affecting possession, use or occupancy of the Property.

_____ B. The following name(s), address(es) and telephone number(s) are the lessee(s) of the Property known to the Seller(s), and Seller(s) agree(s) to provide Buyer with copies of all lease documents affecting said lessee(s). (Attach additional sheets as necessary)

8. LIENS. Certified municipal and county liens, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the subject Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

9. CLOSING. The closing of this transaction shall be completed within 180 days of the execution of this contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time and place of closing shall be set by the Buyer.

10. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary by Buyer's and Seller's attorneys to complete the conveyance in accordance with the terms of this contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer.

11. BROKER FEES. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate fee or commission claimed due pursuant to this transaction or subsequent closing.

12. EXPENSES. This property is being purchased under the threat of condemnation; therefore, Buyer shall be responsible for recording fees on the Warranty Deed. *ATTORNEY FEES, SEVERAL WARRANTS THAT NO PERSONS, FIRMS, OR OTHER ENTITIES ARE ENTITLED TO ATTORNEY FEES OR EXPENSE FEES IN CONNECTION WITH THIS TRANSACTION OR SUBSEQUENT CLOSING*

13. LOSS. All risk of loss to the Property shall be borne by Seller until transfer of title.

B. J.
INT.

14. POSSESSION. Seller shall deliver possession of the Property to the Buyer at closing.

15. DEFAULT. If Seller defaults under this Contract, Buyer may waive the default and proceed with closing or seek specific performance. If Buyer defaults under this Contract, Seller may waive the default and proceed with closing, or seek specific performance.

16. LITIGATION. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

17. DISCLOSURE. Seller warrants that there are no facts known to Seller, which materially affect the value of the Property which has not been disclosed by Seller to Buyer or which are not readily observable to Buyer.

18. SUCCESSORS IN INTEREST. This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto.

19. RIGHT TO ENTER PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents within and to the extent of all limitations of Section 768.28, Florida Statutes.

20. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners, Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

21. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

22. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

23. EFFECTIVENESS.

A. If, the purchase price of this contract does not exceed the market value established by the appraiser(s) employed by the County the Effective Date of this Contract is the date the County Mayor or the County Mayor's designee signs this contract.

B. If, the purchase price of this contract exceeds the market value established by the appraiser(s) employed by the County, the effectiveness of this Contract is contingent upon a public hearing approval pursuant to Section 33-303 of the Code of Miami-Dade County, if required, and approval by the Florida Department of Transportation or the Federal Transit Agency, if required. Further, it shall be understood that since proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County may be used to pay for all or some part of the cost of this project, no approval of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until the following have occurred: 1) The County

Commission approves this contract, and such approval becomes final (either by expiration of 10 days after such award without veto by the Mayor, or 2) if vetoed, shall become effective only upon an override by the Board of County Commissioners by two-thirds (2/3) vote of the Commission's membership. The date of such approval of the Contract by Buyer as set forth above is the Effective Date of this Contract. Buyer agrees to promptly deliver the Seller an executed Contract within ten (10) days of the Effective Date.

24. NOTICE. All communications regarding this transaction shall be directed to:

as to Buyer: Carlos Lavista and Armando J. Cervera
Miami-Dade County
Public Works and Waste Management Department
111 N.W. 1 Street, Ste 1610
Miami, FL 33128

as to Seller(s): Short Man's Landtrust, Inc.
15621 SW 296 Street
Homestead, FL 33033

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

ATTEST:

By: _____
Clerk

Approved as to form
and legal sufficiency.

Assistant County Attorney

**BUYER:
MIAMI-DADE COUNTY**

By: _____
County Mayor or the Mayor's
designee

Date: _____

The foregoing conveyance was accepted and approved on the 4th day of October, 2011 by Resolution No. R-799-11 of the Board of County Commissioners of Miami-Dade County, Florida

Signed, Sealed, Attested and delivered
In our presence: (2 witnesses for each
signature or for all).

[Signature]
Witness

Armando J. Cervera
Printed Name

[Signature]
Witness

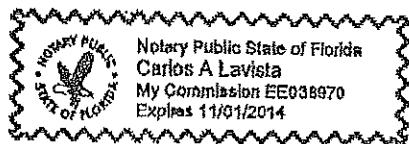
Carlos A. Lavista
Printed Name

Beatrice E. Ford
Beatrice E. Ford, Sole Surviving
President/Director of Short Man's Landtrust,
Inc., a Dissolved Florida Corporation
Trustee under Trust Agreement dated
October 13, 2006

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

I HEREBY CERTIFY, that on this 04 day of October, A.D. 2013, before me, an
officer duly authorized to administer oaths and take acknowledgments personally appeared
Beatrice E. Ford, personally known to me, or proven, by producing the following
Identification: FDL: F630-077-37-884-0, to be the person who executed the
foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and
year last aforesaid.



NOTARY SEAL/STAMP

[Signature]
Notary Signature
Carlos A. Lavista
Printed Notary Name

Notary Public, State of Florida
My commission expires: 11/01/2014
Commission/Serial No. EE038970

Project Name: SW 137 from HEFT to US-1
Project No: 20040344
Folio No.: 30-6934-003-0030

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

Before me, the undersigned authority, personally appeared, **Beatrice E. Ford**, ("Affiant(s)") this 8th day of October, 2013, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiant(s) have read the contents of this Affidavit, have actual knowledge of the facts contained herein, and state that the facts contained herein are true, correct, and complete.

2) **Short Man's Landtrust, Inc.**, a dissolved Florida corporation and trustee under Trust Agreement dated October 13, 2006 whose Post Office Address is 15621 SW 296 Street, Homestead, Florida 33033, is the record owner(s) of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property"). As required by Section 286.23, Florida Statutes, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest %</u>
Beatrice Ford	15621 S.W. 296 st.	100.0%

This affidavit is given in compliance with the provisions of Sections 286.23, Florida Statutes.

FURTHER AFFIANTS SAYETH NOT.

AFFIANT(S):

Beatrice Ford

By: **Beatrice E. Ford**

**CORPORATE RESOLUTION OF
SHORT MAN'S LANDTRUST INC., A DISSOLVED FLORIDA CORPORATION**

I, **Beatrice E. Ford** as sole surviving President/Director of **SHORT MAN'S LANDTRUST INC.**, a dissolved corporation organized and existing under the laws of the State of Florida, do hereby certify, that at a meeting of the Board of Directors of said corporation duly held on the 1st day of October 2013 at which a quorum was present and acting throughout, the following Resolution was duly adopted and that the Resolution is now in full force and effect and that said Resolution is not in conflict with the provisions of the Certificate of Incorporation or by-laws of said Corporation.

RESOLVED: That the Corporation hereby agrees, with the purpose to wind up and liquidate the dissolved corporation's business and affairs, to sell to **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, for the purpose of a public highway and purposes incidental thereto, the following described land:

SEE EXHIBIT "A" ATTACHED

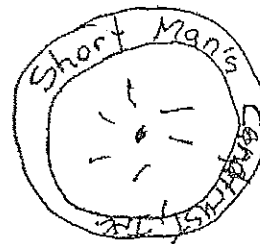
FURTHER RESOLVED: That **Beatrice E. Ford**, as sole surviving president/director of the corporation, is hereby authorized and directed to execute any and all documents required to effectuate the transfer of such property to **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida.

IN WITNESS WHEREOF, We have hereunto set my hand and seal of said corporation the day and year first above written.

Beatrice E. Ford

Beatrice E. Ford
Sole Surviving President/Director of
Short Man's Landtrust, Inc.
A Dissolved Florida Corporation

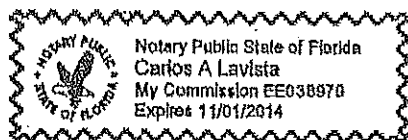
CORP SEAL



**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

ACKNOWLEDGED before me this 1st day of October 2013, by **Beatrice E. Ford** [] who is personally known to me, [☒] or who provided as identification FDL: FL30-077-37-884-0

My Commission Expires:



Carlos A. Lavista
Notary Public Signature



Memorandum



To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director *Charles Scurr*

Date: June 19, 2014

Re: CITT AGENDA ITEM 5A:
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), ACCEPT A NEGOTIATED PURCHASE AMOUNT OF \$6,200.00 FOR THE ACQUISITION OF **PARCEL 6**, FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED IMPROVEMENTS TO SW 137 AVENUE FROM HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE (SR 821) to SR-5 (US 1), AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS (PWWM- BCC Legislative File No. 141185)

On June 19, 2014, the CITT voted (9-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 14-039. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Joseph Curbelo – Aye
Alfred J. Holzman – Absent
Jonathan Martinez – Aye
Miles E. Moss, P.E. – Aye
Marilyn Smith – Absent

Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Absent
Hon. James A. Reeder – Aye
Hon. Linda Zilber – Absent

cc: Alina Hudak, Deputy Mayor/Interim Director Public Works & Waste Management
Department
Bruce Libhaber, Assistant County Attorney